



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

tional upon performance, and of impossible contracts; but the body of the book is rather devoted to the limitations of the contractual relation either from its content or the action of the parties, than to its formation or fulfillment. Suits of this nature are more common certainly than those with regard to mutual assent or consideration, and probably than those which concern rights of action dependent upon performance; so that those who demand a more evident and rapid return from their time will find this book a welcome addition to the course in this school. The chief differences between this volume and its predecessors are that here the great preponderance of English authority has not been preserved, and that the cases are, as a rule, much more recent.

With this addition of cases, a book of which the last edition is now fifteen years old becomes, without revision, quite as valuable as it ever was; while a text-book depends for its value upon constant revision of the conclusions contained in it, as well as upon the addition of cases. This is a fortunate accident of a method which offers to the student a chance to do his own thinking, in preference to working out his own conclusions for him.

B. L. H.

CAR TRUSTS IN THE UNITED STATES: THE LAW OF CONTRACTS OF CONDITIONAL SALE OF ROLLING STOCK. By Gherardi Davis and G. Morgan Browne, Jr. New York, 1894. 8vo. pphlet, pp. 49.

One of the most interesting things in the common law is the way in which men under the exigencies of new forms of business will sometimes seize hold upon a little used branch of the law, adapt it to their purposes, and develop it almost into a subject by itself. This very good treatment of the law of "Car Trusts" shows how the desire of railway companies to get rolling stock which they cannot pay for, and the desire of other people to secure payment in the future by a right against the rolling stock itself, have caused a use of the law of conditional sale of which the courts of a few decades ago would never have dreamed.

The authors recommend the careful investigation and consideration of the terms of each contract, and the refinements of words upon which some courts have gone far in basing distinctions show that the recommendation is a good one. The Supreme Court of the United States, for instance, has decided a case in favor of an unregistered conditional sale where registry of mortgages was required by law, upon the express distinction that the words of the parties provided that "title, ownership, and possession" were not to pass, not caring that the first thing the parties did was to pass possession (118 U. S. 663; and cf. 136 U. S. 268). One wonders how they would deal with an instrument which provided that compliance with the statutory requirements of registration should be a condition precedent of any right in the vendee; and one does not wonder that an ingenious bridge company thought it could keep its lien on a bridge sold, to be affixed to the realty, as against a prior known mortgage covering the whole roadbed. Apart from these vagaries of refinement, the ordinary ironclad car trust, well-considered forms for which are given in the appendix, seems to the authors to furnish a sufficient protection to the holders of car-trust certificates.

R. W. H.